

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MACK TRUCKS, INC.	:	
	:	
	:	CIVIL ACTION
v.	:	
	:	
	:	NO. 07-3737
INTERNATIONAL UNION,	:	
UNITED AUTOMOBILE, AEROSPACE	:	
& AGRICULTURAL IMPLEMENT	:	
WORKERS OF AMERICA - UAW, ET AL.:	:	

**ORDER**

**AND NOW**, this 21<sup>st</sup> day of September, 2011, upon consideration of the parties' Joint Motion for Final Approval of Class Action Settlement (ECF No. 74), and Plaintiffs' Unopposed Motion for Interim Award of Attorneys Fees and Costs (ECF No. 61), and after a hearing in open court on September 7, 2011, with counsel present, it is **ORDERED** that the Motions are **GRANTED**. It is further **ORDERED** as follows:

1. The Settlement Agreement (ECF No. 56 Ex. A) is finally approved in its entirety. All claims of all parties in this consolidated action are fully and finally resolved in accordance with the terms of the Settlement Agreement. Capitalized terms in this Order are defined in the Settlement Agreement.
2. The Court confirms and incorporates by reference the Order dated September 4, 2009 in *Rachilla et al v. Mack Trucks, Inc.*, Case No. 09-622, certifying the Class of: all persons who as of June 1, 2009, were (a) Mack/UAW retirees who were covered by a Mack/UAW Master Agreement and who had retired from Mack with eligibility to participate during retirement in the MACK-UAW insurance program, or (b) the spouses, surviving spouses and dependents of Mack/UAW employees

who were covered by a Mack/UAW Master Agreement and who, as of June 1, 2009, were eligible for post-retirement or surviving spouse health care coverage under the Mack-UAW insurance program as a consequence of a Mack/UAW employee's retirement from Mack or death prior to retirement.

3. The New Plan and the VEBA shall be administered by the VEBA Committee in accordance with the final form of the Trust Agreement attached to the Supplemental Memorandum as Exhibit A. (ECF No. 79 Ex. A.) The Committee shall be in place on or before the Initial VEBA Funding Date. The Committee shall consist of 7 members, three of whom shall be appointed by the UAW International Union, and four of whom shall be Independent members. The initial Independent members of the VEBA Committee shall be: Jack Martin, Suzanne Paranjpe, Francine Parker and Gary Petroni.
4. The Court approves the final form of VEBA Trust Agreement (ECF No. 79 Ex. A).
5. Mack and A.B. Volvo are hereby discharged from the liabilities and responsibilities specifically set forth in Sections 6.3 and 6.7 of the Settlement Agreement.
6. The Court finds that all payments to the VEBA made or caused to be made by Mack/A.B. Volvo under the Settlement Agreement are payments pursuant to § 302(c)(2) of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. § 186(c)(2).
7. The Court approves and orders payment by Mack and A.B. Volvo of the

following litigation costs, which shall be treated for all purposes as payments pursuant to § 302(c)(2) of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. § 186(c)(2):

- a. Class Counsel's interim attorneys fees and costs in the amount of \$365,364.05 to Sachs, Waldman P.C., as set forth in *Rachilla* Plaintiffs' Unopposed Motion for Interim Award of Costs and Attorneys Fees (ECF No. 61);
- b. UAW Outside Counsel interim attorneys fees and costs in the amount of \$66,325.00 to Cleary and Josem, LLP;
- c. Fees and expenses of Milliman in the amount of \$118,815.00;
- d. Fees and expenses of Leon Potok in the amount of \$512,076.00;
- e. Fees and expenses of Dr. Nitin Paranjpe in the amount of \$21,920.00.

The Court shall retain jurisdiction to hear requests for payment of supplemental attorneys fees and costs and fees and expenses of professionals.

8. This Court shall retain jurisdiction to enforce the Settlement Agreement and this Order and to resolve disputes concerning interpretation of or compliance therewith, subject to Sections 4.15, 7.1, 7.2 and other applicable provisions of the Settlement Agreement.

**IT IS SO ORDERED.**

**BY THE COURT:**

**/s/ R. BARCLAY SURRICK, J.**